



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

June 13, 2011

Request for Proposal

Dear Offerors:

You are invited to submit bids in accordance with the attached specifications packet, Request for Proposal (RFP) 11-031/AW, Mowing Services for Areas at Ford Park and the Jack Brooke Regional Airport. All proposals must be submitted with an original and five (5) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, First Floor, Beaumont, Texas 77701, no later than 11:00 AM, July 12, 2011. Proposals will be opened at that time.

Any questions relating to these requirements shall be directed to Alyce Williams, Senior Buyer/Contract Specialist, at 409-835-8593.

All Proposals shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

PROPOSAL NAME: Mowing Services for Areas at Ford Park and Jack
Brook Regional Airport
PROPOSAL NO: 11-031/AW
DUE DATE/TIME: 11:00 AM, July 12, 2011
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Your consideration of this RFP request is appreciated.

Sincerely,

Deborah L. Clark
Purchasing Agent
Attachments

Publish: The Beaumont Enterprise and The Port Arthur News – June 15, 2011
The Examiner – June 23, 2011

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1. RFP SUBMITTAL CHECKLIST

Items checked below represent components comprising this RFP package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFP. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- 1. **Cover Sheet – Legal Notice**
- 2. **Table of Contents**
This page is the Table of Contents
- 3. **General Requirements**
You should be familiar with all of the General Requirements.
- 4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 5. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 6. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 7. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
 - b. **RFP Check Return Authorization Form**
This form applies only to certain forms. Please read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other**
From time to time other attachments may be included.

2. INSTRUCTIONS TO OFFERORS

2.1. Proposal Submission

2.1.1. Proposals must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

2.1.2 Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

2.1.3 All proposals shall be tightly sealed in an opaque envelope and plainly marked with the RFP number, due date, and the Offeror's name and address.

2.1.4 Late proposals will not be accepted and will be returned to the Offeror.

2.1.5 All proposals submitted in response to this RFP shall become the property of Jefferson County and will be a matter of public record available for review.

2.2 Preparation of Proposals

2.2.1 The proposal shall be legibly printed in ink or typed.

2.2.2 If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the Offeror.

2.2.3 The proposal shall be legally signed and shall include the complete address of the Offeror.

2.2.4 Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in prices.

2.3 Signatures

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the Offeror. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the Offeror.

2.4 Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the RFP document are grounds for deeming a proposal non-responsive and may result in rejection. Jefferson County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by an Offeror or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

2.5 Award

The contract will be awarded to the responsible, responsive Offeror(s) whose proposal, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this RFP, Jefferson County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any Offeror who is in default to Jefferson County at the time of submittal of the proposal shall have that proposal rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating proposals, Jefferson County shall consider the qualifications of the Offerors, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of proposals and to establish the responsibility, qualifications, and financial ability of the Offerors to fulfill the contract.

2.6 Changes and Addenda to RFP Documents

Each change or addendum issued in relation to this RFP document will be on file in the Office of the Purchasing Agent, and will additionally be posed on the web site. It shall be the Offeror's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such addenda.

2.7 Specifications

Unless otherwise stated by the Offeror, the RFP will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the RFP document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Offeror in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the Offeror, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Jefferson County reserves the right to determine if equipment/product being offered is an acceptable alternate. All goods shall be new unless otherwise so stated in the RFP. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the RFP, may be considered non-responsive.

2.8 Delivery

Proposals shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Offeror, prices will be considered as being based on F.O.B. delivered, freight included.

2.9 Interpretation of RFP and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the opening, in order that a written response in the form of an addendum, if required, can be processed before the proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

2.10 Currency

Prices calculated by the Offeror shall be stated in U.S. dollars.

2.11 Pricing

Prices shall be stated in units of quantity specified in the RFP documents. In case of discrepancy in computing the amount of the offer, the unit price shall govern.

2.12 Notice to Proceed/Purchase Order

The successful Offeror may not commence work under this contract until authorized to do so by the Purchasing Agent.

2.13 Certification

By signing the offer section of the Offer and Acceptance page, Offeror certifies:

2.13.1 The submission of the offer did not involve collusion or other anti-competitive practices.

2.13.2 The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

2.13.3 The Offeror hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the contract.

2.14 Definitions

"County" – Jefferson County, Texas.

"Contractor" – The Offeror whose proposal is accepted by Jefferson County.

3. GENERAL TERMS AND CONDITIONS AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

3.1 Proposals

3.1.1 Proposals. All proposals must be submitted In the form furnished in this package.

3.1.2 Authorized Signatures. The offer must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the offer to become a valid offer.

3.1.3 Late Proposals. Proposals must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date. Proposals received after the submission deadline shall be rejected as non-responsive.

3.1.4 Withdrawal of Proposals Prior to Opening. A proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the Offeror may submit a new proposal. Offeror assumes full responsibility for submitting a new proposal before or at the specified time and date. Jefferson County reserves the right to withdraw an RFP before the opening date.

3.1.5 Withdrawal of Proposals After Opening. Offeror agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the RFP and/or specifications.

3.1.6 Amounts. Proposals shall show net prices, extensions where applicable, and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the RFP as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

3.1.7 Exceptions and/or Substitutions. All proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If proposal is made on an article other than the one specified, which an Offeror considers comparable, the name and grade of said article must be specified in the proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Offeror has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Jefferson County rejects exception(s) and/or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.**

3.1.8 Alternates. The RFP and/or specifications may expressly allow Offeror to submit an alternate offer. Presence of such an offer shall not be considered an indication of non-responsiveness.

- 3.1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 3.1.10 Alterations. Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the offer, guaranteeing authenticity.
- 3.1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the specifications specifically indicate otherwise, the price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the price shall not include taxes.
- 3.1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Offeror is responsible for accurate final counts.
- 3.1.13 Award. Award of contract shall be made to the most responsible, responsive Offeror, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total offer.
- 3.1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Offeror may be required to furnish evidence that the service, as offered, will meet or exceed these requirements.
- 3.1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the opening. Addenda will be posted on the web site; Offerors are responsible for monitoring the web site. Offerors shall acknowledge receipt of all addenda with submission of proposal.
- 3.1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in offer being declared non-responsive. Non-responsive proposals will not be considered for award.
- 3.1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- 3.1.18 Responsiveness. A responsive proposal shall substantially conform to the requirements of this RFP and/or specifications contained herein. Offerors who substitute any other terms, conditions, specifications and/or requirements or who qualify their proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their proposals deemed non-responsive. Also, proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive proposals include but shall not be limited to: a) proposals that fail to conform to required delivery schedules as set forth in the bid request; b) proposals with prices qualified in such a manner that the price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) proposals made contingent upon award of other bids currently under consideration.
- 3.1.19 Responsible Standing of Offeror. To be considered for award, Offeror must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance;

have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

- 3.1.20 Proprietary Data. Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain(s) proprietary information, including manufacturing and/or design processes exclusive to the Offeror. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing Open Records Acts.
- 3.1.21 Public Opening. Offerors are invited to be present at the opening of proposals. After the official opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for evaluation may vary and is determined solely by the County. Following the evaluation, all proposals submitted are available for public review.

3.2 Performance

- 3.2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 3.2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- 3.2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.
- 3.2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the price form.
- 3.2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract, are to be included in the bid price.
- 3.2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the price. Unless otherwise stated, assembly, installation and set-up will be required.
- 3.2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.
- 3.2.8 Storage. Offeror agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.
- 3.2.9 Compliance with Federal, State, County, and Local Laws. Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

- 3.2.10 Patents and Copyrights. The successful Offeror agrees to protect the County from claims involving infringements of patents and/or copyrights.
- 3.2.11 Samples, Demonstrations and Testing. At Jefferson County's request and direction, Offeror shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following award. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Offeror.
- 3.3.12 Acceptability. All articles enumerated in the proposal shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3.3 Purchase Orders and Payment

- 3.3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the Jefferson County Auditor for which a valid invoice has been received.
- 3.3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.
- 3.3.3 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

3.4 Contract

- 3.4.1 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful Offeror shall remain firm for the term of the contract. Contract shall commence on date of award and continue for up to a three (3) year period.
- 3.4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.
- 3.4.3 Price Redetermination. A price redetermination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Offeror's past experience of honoring contracts at the offered price

will be an important consideration in the evaluation of the lowest and best proposal. Jefferson County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.

- 3.4.4 Termination for Default. Jefferson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Jefferson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.
- 3.4.5 Invalid, Illegal, or Unenforceable Provisions. In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.
- 3.4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas local government code.
- 3.4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- 3.4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 3.4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.
- 3.4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.
- 3.4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 3.4.13 Sample Contract. A sample contract is attached as Exhibit E. The Contractor shall be required to execute the contract upon selection of the successful Offeror and final negotiation of contract terms.

Minimum hold harmless, insurance, and indemnification requirements for the contract are included in the contract. The Contractor shall be required to maintain, and submit proof of, the levels of insurance indicated.

4. SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

4.1 Bid Requirement

Each Offeror should submit as a proposal this entire RFP, completed where necessary, for example, the RFP cover sheet, the price sheets, etc. Use the envelope provided with the RFP, or a comparable one, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED PROPOSAL". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

4.2 Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4.3 Payment

4.3.1 Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

4.3.2 Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

4.4 Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and must itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

4.5 Minimum Insurance Requirements

4.5.1 The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

4.5.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

4.5.3 Upon request, certified copies of original insurance policies shall be furnished to Jefferson County.

4.5.4 The County reserves the right to require additional insurance should it deem necessary.

4.5.5 Workers' Compensation (with Waiver of subrogation to Jefferson County) Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Jefferson County shall be named as "additional insured" on workers' compensation policy.

- 4.5.6 Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.
- \$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Jefferson County shall be named as "additional insured" on commercial general liability policy.
- 4.5.7 Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Jefferson County shall be named as "additional insured" on automobile policy.

5. SCOPE OF WORK

Jefferson County is soliciting proposals from qualified vendors for a term contract for mowing and cutting removal at designated properties owned by the County. Vendors are required to furnish all equipment and manpower to perform this service. The minimum qualifications for mowing and cutting removal and the scope of work are described on the following pages.

5.1 Scope

The Contractor shall provide all labor, equipment, materials and transportation required to mow two County properties (Ford Park and Jack Brooks Regional Airport), bale and remove cuttings, and leave the property in a presentable condition, as determined by Jefferson County. The frequency of mowing and cutting removal shall be determined by Jefferson County.

5.2 Locations

- Fork Park, land between "pipeline road" behind the Arena and the entrance road to the ball fields – approximately 25 acres. See diagram on page 14.
- Jack Brooks Regional Airport – three areas totaling 101 acres. See diagram on page 15.

The County reserves the right to add or delete locations.

5.3 Site visits

To view the site to be mowed at Ford Park, please call Lou Rivera at 409-951-5400.

To view the site to be mowed at the Airport, please call Duke Youmans at 409-719-4900.

5.4 Schedule

The County anticipates that mowing will be required once per month at Ford Park (less often at the Jack Brooks Regional Airport), but reserves the right to alter the mowing schedule. Any change in services will be subject to review by the County. Additions, deletions or other changes will be given to the Contractor with a thirty (30) day notice, verified and approved by written transmittal (Change Order) from Jefferson County.

5.5 Contract Term

The contract will be in effect for one (1) year, with the possibility of up to four (4) one-year renewals.

5.6 Qualifications

The County desires to retain a Contractor with prior experience in mowing, as well as in mowing and cutting removal. This successful offeror shall be required to submit such

evidence of qualifications as deemed necessary. The County shall consider any evidence available to its financial, technical and other qualifications and abilities of the Offeror. Offerors shall be required to show that they have had experience in work of the same nature and supply the County with a list of references, who may be contacted, concerning the results of similar work performed by the Offeror. The County shall have the right for final decisions in regard to Offeror qualifications.

5.7 Knowledge of Conditions

At the time of the opening of the proposals, each proposer will be presumed to have inspected the properties and to have read or have been made thoroughly familiar with the specifications regarding this bid. Further, the Contractor has had the opportunity to ask questions regarding any aspect of services related to this proposal. No consideration will be granted for any alleged misunderstanding of the services to be furnished, it should be understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.

5.8 Equipment

The Contractor's equipment shall be equipped with all the necessary safety equipment to satisfy Texas DPS and OSHA requirements applicable to Right-of-Way Mowing Operations. The Contractor shall list equipment to be used on page 22.

5.9 Safety

The Contractor shall ensure that all equipment is maintained in good working order, and that safety precautions are followed.

The Contractor shall be responsible for instructing workers in appropriate safety measures with respect to all services provided under this contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

The Contractor shall take all necessary precautions for the safety of employees on the site and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

5.10 Damage to County Property

It shall be the Contractor's responsibility to clean up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Contractor.

5.11 Inspections

Jefferson County will perform periodic inspections and log conditions resulting from deviations by the Vendor from the contract terms, conditions and/or specifications. Any noted discrepancy shall be corrected by the Vendor within twenty-four (24) hours of notification by the County of said discrepancy.

5.12 Payment

The successful offeror shall receive no payment for mowing services; however, the offeror may keep the resultant cuttings. Cuttings shall be promptly removed from County property.

5.13 Work Hours

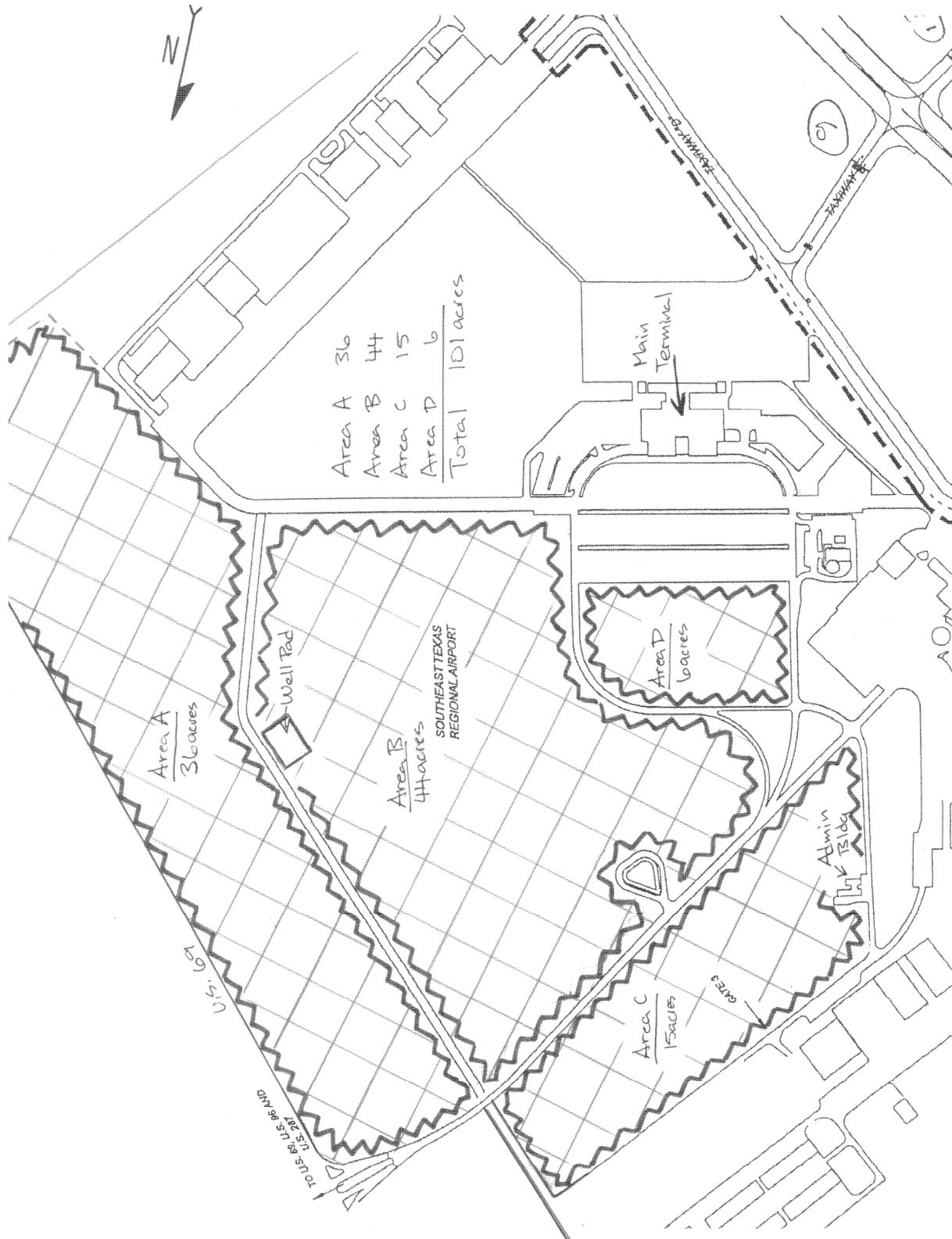
The Contractor and Jefferson County will agree on the hours during which the work is to be done.

5.14 Insurance Requirements

Insurance requirements for this contract shall be as stated on pages 11-13 of these specifications.



Ford Park Diagram



Jack Brooks Regional Airport Diagram

6. IMPORTANT DATES

6.1 RFP and Proposal Dates

Request for proposal issued	June 13,2011
Due date/time for proposals	July 12, 2011 11:00 AM

6.2 Estimated Notification and Contract Dates

Selected firm notified	August 9, 2011
Contract date	August 16, 2011

7. PROPOSAL REQUIREMENTS

7.1 General Requirements

7.1.1 Inquiries

Inquiries concerning the RFP must be made to the Purchasing Agent, 1149 Pearl Street – First Floor, Beaumont, Texas 77701, Telephone 409-835-8593.

7.1.2 Submission of Proposals

The following material must be received by 11:00 AM, June 28,, 2011 in order for an Offeror to be considered:

7.1.2.1 An original of the Proposal and five (5) copies, including the following:

- Title page: showing the RFP Number and Title, the Offeror's name (including name, address and telephone number of point of contact), and the date of the proposal.
- Table of Contents.
- A signed transmittal letter briefing stating the Offeror's understanding of the work to be done, the commitment to perform the work, a statement of why the firm believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
- A detailed proposal following the order set for in Section 7.2 of this RFP.
- All forms (completed) included in this specification package.

7.1.2.2 The RFP requires no cost proposal. The successful offeror shall receive no monetary compensation, but shall be entitled to the cuttings resulting from mowing.

7.2 Proposal

7.2.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of Offerors seeking to perform mowing services for areas at Ford Park and the Jack Brook Regional Airport in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this contract.

There shall be no dollar units or total costs included in the technical proposal document.

The Technical Proposal shall address all the points outlined in the RFP. The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 7.2.2 through 7.2.5, must be included. They represent the criteria against which the proposal will be evaluated.

7.2.2 Vendor Qualifications and Experience

The Offeror shall state the size of the firm, the location of the office from which the work on the contract is to be performed, the number and nature of staff to be employed on this contract.

7.2.3 Prior Contracts with Jefferson County

List separately all contracts within the last five (5) years, ranked on the basis of total staff hours, for Jefferson County. by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, contract partners, total hours, the location of the firm's office from which the contract was performed, and the name and telephone number of the principal client contact.

7.2.4 Similar Contracts with Other Government Entities

For the Offeror's office that will be assigned responsibility for the audit, list the most significant contracts (maximum – five (5)) performed in the last five (5) years that are similar to the contract described in this RFP. These contracts shall be ranked on the basis of total staff hours. Indicate the scope of work, date, contract partners, total hours, and the name and telephone number of the principal client contact.

8. EVALUATION PROCEDURES

8.1 Evaluation Committee

Proposals submitted will be evaluated by an evaluation committee selected by Commissioners' Court.

8.2 Review of Proposals

8.2.1 The evaluation committee will use a point formula during the review process to score proposals. The committee will score each technical proposal by each of the criteria described in Sections 12.3.2 through 12.3.4 below. Offerors with an unacceptably low score will be eliminated from further consideration.

8.2.2 After the technical score for each Offeror has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Offeror offering the lowest total, all-inclusive, maximum price. Appropriate fractional scores will be assigned to other Offerors.

8.2.3 Jefferson County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

8.3 Evaluation Criteria

8.3.1 Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications

and price. Section 8.3.2 through 8.3.4 represent the principal selection criteria to be considered during the evaluation process.

8.3.2 Experience: 40 points

- The Offeror has demonstrated experience at successfully completing comparable work at other sites
- The Offeror has no conflict of interest with regard to any other work performed by the Offeror for Jefferson County.

8.3.3 References: 30 points

- The Offeror has provided truthful references describing comparable work performed for other customers.

8.3.4 Equipment: 30 points

- The Offeror possesses adequate, appropriate equipment to successfully perform the described work.
- The Offeror has demonstrated that maintenance and safety procedures are in place to ensure that the work is performed in a safe manner.

8.4 Oral Presentation

During the evaluation process, the Audit Committee may, at its discretion, request any one or all Offerors to make oral presentations. Such presentations will provide Offerors with an opportunity to answer any questions the Audit Committee may have on a Offeror's proposal. Not all Offerors may be asked to make such oral presentations.

8.4 Final Selection

8.4.1 Jefferson County Commissioners' Court will select a Contractor based upon the recommendation of the Audit Committee.

8.4.2 It is anticipated that a Contractor will be selected by August 9, 2011. Following notification of the firm selected, it is expected that a contract will be executed between both parties by August 16, 2011.

8.5 Right to Reject Proposals

8.5.1 Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the Contractor selected.

8.5.2 Jefferson County Commissioners' Court reserves the right without prejudice to reject any or all proposals.

9. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

10. OFFER TO CONTRACT

**TERM CONTRACT FOR MOWING AND CUTTING REMOVAL
FOR JEFFERSON COUNTY**

Select the area or areas you wish to mow:

- Jack Brooks Regional Airport (as shown on page 15)
- Ford Park (as shown on page 14).

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City State Zip	Phone Fax
_____	_____
Signature of Person Authorized to Sign	E-mail

Printed Name	

Title	

Offeror Shall Return Completed Form with Offer.

11. ACCEPTANCE OF OFFER

**TERM CONTRACT FOR MOWING AND CUTTING REMOVAL
FOR JEFFERSON COUNTY**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 11-031/AW, Term Contract for Mowing and Cutting Removal for Jefferson County. The Contractor shall receive no monetary compensation for mowing services, but is entitled to the resultant cuttings.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Offeror Shall Return Completed Form with Offer.

12. EQUIPMENT TO BE USED FOR THIS CONTRACT

Equipment to be Used for this Contract

13. SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Offeror (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	

Offeror Shall Return Completed Form with Offer.

14. CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Offeror Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Offeror Shall Return Completed Form with Offer.

15. GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

Offeror intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Offerors? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Offeror Shall Return Completed Form with Offer.

16. NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

Offeror intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Offeror shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Shall Return Completed Form with Offer.

17. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Offeror intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Offeror Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (*Complete Part III*)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Offeror shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Offeror selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Offeror is the apparent low Offeror. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Shall Return Completed Form with Offer.

18. RESIDENT CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident Offeror" refers to a person who is not a resident.
- (4) "Resident Offeror" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Offeror of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Offeror as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Shall Return Completed Form with Offer.

16. AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Offeror further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Offerors.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, who (name) after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent (name) for _____ and have been duly authorized to execute the (name of firm) foregoing on behalf of the said _____ (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Offeror or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Offeror is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Offeror: _____

Fax: _____ Telephone# _____

by: _____ Title: _____ (print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2011.

Notary Public in and for
the State of _____

Offeror Shall Return Completed Form with Offer.